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2. FALSE REPRESENTATIONS—*Inference that they were relied upon—How overcome—Burden of proof.* When the seller has made a false representation, which from its nature might induce the buyer to enter into the contract on the faith of it, it will be inferred that the buyer was induced by it to contract, and the burden of proof is not on him to show that he did rely upon such representation. In order to overcome this inference the seller must prove either that the buyer knew the representation to be untrue, or that he expressly stated in terms, or showed by his contract, that he did not rely upon the representation, but acted on his own judgment. Nor is the buyer deprived of relief because he had the means of discovering that the representation was false.

3. RESCISSION—*Laches.* Whether a party seeking a rescission of his contract has forfeited his right to rescission, by laches or misconduct, depends upon the facts and circumstances of the particular case. If the rights of creditors have intervened or an innocent third party has acquired an interest in the property, or if, in consequence of his delay, the position of even the wrong-doer is affected, the party seeking rescission on the ground of fraud will be deemed to have waived his right to rescind. But if the delay has not prejudiced creditors, innocent third persons, nor the other party to the contract, and there has been no ratification of the contract by the party asking the rescission, relief should be afforded him.

CRESCENT HORSE SHOE & IRON CO. v. ENYON.—Decided at Staunton, September 16, 1897.—Buchanan, J:

1. MASTER AND SERVANT—*Dismissal—Damages.* In an action to recover damages for an alleged breach of a contract whereby the defendant, in consideration of certain agreements on the part of the plaintiff and the assignment to the defendant of certain patents, stipulates that it will retain him in its service for a certain period at an agreed price per month, and will issue to a trustee for his benefit an agreed amount of its stock, to be delivered to the plaintiff at the end of the agreed period of service, provided he fulfils his part of the contract, if within the period of service the defendant discharges the plaintiff without just cause, the plaintiff is entitled to recover the actual damages sustained by him by reason of not being allowed to complete his period of service. Upon the evidence in this cause he is not entitled to recover the value of the patents, nor of the stock, and all evidence of such values, or of what provision of the contract induced him to enter into it are irrelevant and immaterial. The rights of the parties are to be determined by the terms of the contract, and in the absence of any stipulation for other damages, the plaintiff can only recover the actual damages sustained by reason of the breach.

2. EVIDENCE—*Harmless error.* Although the trial court may have refused to permit a proper question to be answered by a witness, its ruling will not be reversed where it appears that, at a subsequent stage of the trial, the facts sought to be elicited by the question were brought out, and no prejudices resulted from the refusal.

3. INSTRUCTIONS—*Correctly stating the law—Evidence to support.* An instruction which correctly states the law should, upon request, be given, if there is evidence on which to base it. If not full enough, the court should give a proper instruction upon the point.

4. **MASTER AND SERVANT**—*Dismissal—Existing cause unknown to master—Instructions—Lack of evidence to support.* Where a sufficient cause exists for the discharge of a servant, though not the inducing motive for the discharge, nor even known to the master, it will justify the discharge, and the master may avail himself of it in defence of an action for damages for an alleged wrongful dismissal, but an instruction to that effect should not be given when all existing causes were known to the master at the time of discharge. The instruction is then without evidence to support it.

5. **MASTER AND SERVANT**—*Dismissal—What skill required of servant.* A master may discharge the servant if he does not do the work he was employed to do in a reasonably skillful manner. But reasonable skill is all that is required unless the servant professes a higher degree of skill, and contracts to perform the work in the best manner.

6. **MASTER AND SERVANTS**—*Dismissal—Motive of master.* In an action for a breach of contract of service, the servant may recover if he is discharged without sufficient cause, regardless of the motive which induced the master to discharge him.

7. **MASTER AND SERVANT**—*Dismissal of—Damages.* In an action by the servant against the master to recover damages for an alleged improper dismissal from service, the jury cannot take into consideration other elements of damage than those which were caused by the dismissal.

SOUTHERN RAILWAY Co. v. MAY E. SMITH.—Decided at Staunton, September 23, 1897.—*Harrison, J.*

1. **RAILROADS—Personal injuries—Standing on platform at station.** A passenger who has been informed by the employees of a railroad company in charge of the train on which she is travelling that the train will stop at a certain station fifteen minutes, is not guilty of negligence in going upon the platform of the coach immediately after arriving at that station for the purpose of greeting a friend and bringing her into the coach, and if thereby injured in consequence of the negligence of the company's servants may recover damages of the company therefor.

2. **EXCESSIVE VERDICT.**—The verdict of a jury in an action for personal injuries, will not be disturbed as excessive when there is nothing to warrant the belief that they were influenced by partiality or prejudice, or were misled by some mistaken view of the merits of the case.